

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *mbm*

BOARD AGENDA # *C-1

Urgent ☐

Routine ☒

AGENDA DATE October 15, 2013

CEO Concurs with Recommendation YES ☐ NO ☐
(Information Attached)

4/5 Vote Required YES ☐ NO ☒

SUBJECT:

Approval of a Contribution Agreement between the County of Stanislaus and the City of Patterson for the Project Approval and Environmental Document Phase of the Sperry Road Interchange Project

STAFF RECOMMENDATIONS:

1. Approve the Contribution Agreement between the County of Stanislaus and City of Patterson for the Project Approval and Environmental Document (PA&ED) phase of the Sperry Road Interchange project.
2. Authorize the Chairman of the Board to sign the Contribution Agreement between the County and the City of Patterson for the PA&ED phase of the project.

FISCAL IMPACT:

The anticipated cost of the PA&ED phase of the Sperry Road Interchange project is \$1,000,000. The project PA&ED phase will be funded at 30% (\$300,000) by the County with mitigation funding from the Diablo Grande Development. The remaining 70% (\$700,000) will be funded by the City of Patterson per the Contribution Agreement. Stanislaus County Public Works will be responsible for County staff time in the administration of the project.

BOARD ACTION AS FOLLOWS:

No. 2013-507

On motion of Supervisor Withrow, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No. C-4-B-02

Approval of a Contribution Agreement between the County of Stanislaus and the City of Patterson for the Project Approval and Environmental Document Phase of the Sperry Road Interchange Project

DISCUSSION:

The purpose of the Sperry Road Interchange project is to increase the capacity and reduce vehicular congestion of the interchange at Sperry Road and Interstate 5 (I-5). This project is for the PA&ED phase of the project and will finalize the environmental documents.

With continued industrial and commercial growth in the City of Patterson, and private residential growth in the Diablo Grande community in the hills of the Pacific Coast Range, the future traffic demand along the Sperry Road Corridor will require increased capacity at this local interchange connection with I-5. Upon approval of the Diablo Grande Community, mitigation measures were adopted in the form of traffic impact fees for future traffic operations projects.

In July 2002, a Project Study Report was developed for this location and alternatives were proposed and recommended for further study. In October 2006, a supplemental Project Study Report was prepared narrowing the project alternatives. The PA&ED effort will build upon these Project Study Reports.

The purpose of the Contribution Agreement for the PA&ED phase of the Sperry Road Interchange project is to facilitate cooperation between the City of Patterson and the County for the PA&ED phase of the Sperry Road Interchange Project at Interstate 5. The County will be the lead agency on the project.

As lead agency, the County will facilitate all administrative tasks as well as oversee the consultant's development of the project. This includes solicitation of proposals for the work to be done on the PA&ED phase. The City and County will select a consultant and County Public Works' staff will act as the Project Manager. The City will participate as a partner in project development, but will not be directly involved in the administration of the contracts.

The consulting agency will be responsible for delivering all aspects of the project including, but not limited to, 30% design plans, a detailed engineer's estimate, Department of Transportation coordination and approval, future funding identification and final California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Documentation.

This phase of the project will provide an approved alternative which will select the geometry of the interchange and the type of structures necessary. Through the environmental process, the design of the project will be taken to the 30% milestone for both CEQA and NEPA final environmental approval. No funding has yet been identified for future phases of the project including final design and construction. The consultant will be tasked with identifying future funding sources and funding mechanisms for final build out of the Sperry Road Interchange.

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Upon PA&ED phase closeout, the City and County will determine the next step for further development of the project, including funding sources for the right-of-way and construction phases of the project.

POLICY ISSUES:

This action supports the Board's priorities of Effective Partnerships and A Well Planned Infrastructure System by partnering with neighboring agencies to improve the transportation system.

STAFFING IMPACT:

Staff from the Department of Public Works and County Counsel have been involved in the preparation and/or coordination of the development of the Contribution Agreement.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

AM:sj

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CONTRIBUTION AGREEMENT FOR THE SPERRY ROAD INTERCHANGE PROJECT

This Contribution Agreement (the "AGREEMENT") is made and entered into by and between the County of Stanislaus (the "COUNTY") and the City of Patterson (the "CITY") on October 15, 2013

INTRODUCTION

- A. The purpose of this Agreement is to facilitate cooperation between the CITY and the COUNTY for the Project Approval and Environmental Document (PA&ED) phase of the interchange improvements at Sperry Road and Interstate 5 (PROJECT); and
- B. The scope of improvements to the interchange will be determined during the PA&ED phase and are expected to consist of overcrossing structure improvements and widening, ramp and intersection modifications, and structure improvements to the adjacent California Aqueduct; and
- C. The PROJECT PA&ED phase will be funded at 70% by the CITY and 30% by the COUNTY; and
- D. The PROJECT will be funded using Local funds which will be obtained, collected, and administered by the COUNTY and are subject to availability; and
- E. Additional funding sources and mechanisms for future project phases will be identified by the consultant and sought after by the CITY and COUNTY.

NOW, THEREFORE, it is agreed as follows:

SECTION 1. OBLIGATIONS OF THE COUNTY

- 1. Project Planning and Implementation. The COUNTY shall act as the Lead Agency and provide Project Approval and Environmental Documentation including 30% design plans and specifications for the PROJECT and perform all aspects of PROJECT consultant selection and award, and administration of the PROJECT in close coordination with the City of Patterson.
- 2. Control of Project. Except as provided in Section 2 of this AGREEMENT, the COUNTY, through its designated representative, shall have exclusive control of the work for the PA&ED phase. The COUNTY will work closely with the City of Patterson's representative to ensure CITY participation.
- 3. Project Accountability. The COUNTY shall be strictly accountable for all funds used to pay for the PROJECT. All CITY funds not spent for the PROJECT will be considered

surplus money. All surplus money on hand after completion of the PROJECT shall be returned in full to the CITY.

4. Lead Agency. The COUNTY shall be the "Lead Agency," as defined and used in Sections 15050 and 15367 of Title 14 of the California Code of Regulations, for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code Section 21000, et seq.).
5. The COUNTY shall invoice the CITY totaling \$700,000.00 for all expenses incurred to complete the PA&ED phase and to administer the PROJECT in two separate invoices. The first shall be prior to any issuance of a Notice to Proceed to an awarded consultant or contractor, and the second shall be in the first quarter of Stanislaus County Fiscal Year 14/15 beginning July 1, 2014.
6. The COUNTY shall make available to the CITY all documents showing all invoiced costs incurred by COUNTY and CITY pertaining to the PROJECT.
7. The COUNTY shall be responsible for all COUNTY staff costs associated with the PROJECT.

SECTION 2. OBLIGATIONS OF THE CITY

1. The CITY shall pay all invoices to the COUNTY totaling \$700,000.00, within 30 days or receipt of an invoice, for all expenses incurred to cooperate and facilitate the PA&ED of the PROJECT. The first invoice shall be paid prior to the issuance of the Notice to Proceed to an awarded consultant or contractor and the remaining shall be in the first quarter of the Stanislaus County Fiscal Year 14/15 beginning July 1, 2014.
2. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary to facilitate the acquisition of funding commitments for the PROJECT.
3. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary for the completion of the PA&ED phase of the PROJECT.
4. The CITY shall be responsible for all CITY staff costs associated with the PROJECT.

SECTION 3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY

1. Project Plans and Engineering. The CITY shall be entitled to review and comment upon any and all PROJECT plans, specifications and designs and the COUNTY shall incorporate all reasonable requests to modify such plans, specifications and designs.
2. The cost of any work referred to in this AGREEMENT shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to the PROJECT, applied in accordance with COUNTY standard accounting practice.

3. The PROJECT expenditures shall not exceed \$1,000,000 and shall be shared at a rate of:
4. 70% by the CITY at an amount not to exceed \$700,000; and
5. 30% by the COUNTY at an amount not to exceed \$300,000; and
6. All funds are subject to availability.
7. As may become necessary for PROJECT development and delivery, through CITY and COUNTY cooperation, the City Engineer and Director of Public Works for the CITY and COUNTY respectively, are authorized to administer and execute, by mutual written consent, various administrative documents necessary to complete the PA&ED phase of the PROJECT, provided that such actions do not exceed the authority of this AGREEMENT.

SECTION 4. PAYMENT

1. COUNTY's total spending authority for PROJECT contract is approved by the Board of Supervisors and includes the cost of the contracted services plus a contingency amount designated for any additions or changes to the contract if needed. COUNTY will provide written notice to CITY when the sum of all the task orders or contract change orders executed for the PROJECT contract reaches 75% of the Board of Supervisor-approved contract. COUNTY will provide written notice to CITY prior to increasing the total spending authority for any PROJECT contract that has been considered and approved by the Stanislaus County Board of Supervisors.

SECTION 5. AMENDMENTS

1. Any amendments to this agreement including, but not limited to, changes in scope, responsibility, and/or cost, shall be mutually agreed upon and executed by agents of the CITY and COUNTY, and approved by CITY Council and the COUNTY Board of Supervisors.

SECTION 6. TERMINATION

1. Either party may terminate this AGREEMENT upon 30 days written notice to the other party.
2. The term of this AGREEMENT shall be considered completed at the time the Environmental Document has been approved by the Board of Supervisors for the COUNTY.

SECTION 7. INDEMNITY

1. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code Section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken, or omitted to be taken by such party under this Agreement.

SECTION 8. CORRESPONDENCE

1. Any notice which may be required under this AGREEMENT shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt requested, or overnight delivery to the addresses set forth below:

CITY

Ken Irwin, PE
Director of Engineering, Building,
and Capital Projects
City of Patterson
1 Plaza
Patterson, CA 95363

COUNTY

Andrew Malizia, PE
Associate Civil Engineer

Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

2. Any notice which may be required under this AGREEMENT shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt.

IN WITNESS WHEREOF, the CITY of Patterson, a municipal corporation, has authorized the execution of this Agreement in duplicate by its CITY Manager and attestation by its CITY Clerk under authority of Resolution No. 2013-_____, adopted by the Council of the CITY of Patterson on the _____ day of _____, 2013, and the COUNTY of Stanislaus, a Political Subdivision of the State of California, has authorized the execution of this Agreement in duplicate under authority of Resolution No. 2013-507, adopted by the Board of Supervisors of Stanislaus COUNTY on the 15th of October, 2013.

CITY OF PATTERSON,
a Municipal Corporation

By Rod B. Butler
ROD B. BUTLER, CITY Manager

COUNTY OF STANISLAUS, a
Political Subdivision of the State of California

By Vito Chiesa
VITO CHIESA,
Chairman Board of Supervisors

ATTEST:

By Maricela Vela
MARICELA VELA, CITY Clerk

(SEAL)

ATTEST:

By Christine Ferraro Tallman
CHRISTINE FERRARO TALLMAN,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Tom Hallinan, CITY Attorney

By Tom Hallinan
~~DOUGLAS WHITE, Tom Hallinan~~
Assistant CITY Attorney

APPROVED AS TO FORM:
JOHN DOERING, COUNTY Counsel

By Thomas E. Boze
THOMAS E. BOZE,
Deputy COUNTY Counsel